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10 Attorneys for Defendants
11 SEAVIEW INSURANCE COMPANY
and TWO JINN, INC.

12 UNITED STATES DISTRICT COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA
15
16 SAN FRANCISCO DIVISION

17 STEVEN BREAUX, individually and on
behalf of all other similar situated individuals,

18 Plaintiff,

19 v.

20 ACCREDITED SURETY AND CASUALTY
21 COMPANY, AEGIS SECURITY
INSURANCE COMPANY, ALLEGHENY
22 CASUALTY COMPANY, AMERICAN
CONTRACTORS INDEMNITY
23 COMPANY, AMERICAN SURETY
COMPANY, ASSOCIATED BOND AND
24 INSURANCE AGENCY, INC., BANKERS
AGENCY, INC., BANKERS INSURANCE
25 COMPANY, BOND SAFEGUARD
INSURANCE COMPANY, CRUM &
26 FORSTER INDEMNITY COMPANY,
DANIELSON NATIONAL INSURANCE
27 COMPANY, FINANCIAL CASUALTY &
SURETY, INC., HARCO NATIONAL
28 INSURANCE COMPANY, INDIANA

Case No. 3:19-cv-00717-JST

CLASS ACTION

**NOTICE OF ADMINISTRATIVE MOTION
AND MOTION TO CONSIDER WHETHER
CASES SHOULD BE RELATED**

LOCAL RULE 3-12

Judge: Jon S. Tigar

LUMBERMENS MUTUAL INSURANCE
COMPANY, INTERNATIONAL FIDELITY
INSURANCE COMPANY, LEXINGTON
NATIONAL INSURANCE
CORPORATION, LEXON INSURANCE
COMPANY, NATIONAL AMERICAN
INSURANCE COMPANY, NORTH RIVER
INSURANCE COMPANY,
PHILADELPHIA REINSURANCE
CORPORATION, SAFETY FIRST
INSURANCE COMPANY, SEAVIEW
INSURANCE COMPANY, SENECA
INSURANCE COMPANY, STILLWATER
PROPERTY AND CASUALTY
INSURANCE COMPANY, SUN SURETY
INSURANCE COMPANY, UNITED
STATES FIRE INSURANCE COMPANY,
UNIVERSAL FIRE & INSURANCE
COMPANY, CONTINENTAL HERITAGE
INSURANCE COMPANY,
WILLIAMSBURG NATIONAL
INSURANCE COMPANY, TWO JINN,
INC., AMERICAN BAIL COALITION,
INC., CALIFORNIA BAIL AGENTS
ASSOCIATION, AND GOLDEN STATE
BAIL AGENTS ASSOCIATION, AND
DOES 1-100,

Defendants.

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Seaview Insurance Company and Two Jinn, Inc. (collectively, “Defendants”), through a special appearance, hereby bring this Administrative Motion to Consider Whether Cases Should be Related (“Motion”) pursuant to Civil Local Rule (“L.R.”) 3-12 and 7-11.

I. ACTION REQUESTED

Defendants move the Court to relate the two class actions currently pending in this Court: the above-entitled action *Breaux v. Accredited Surety & Casualty Co., et al.*, Case No. 3:19-cv-00717 (JST) (the “*Breaux* action”), and *Crain et al. v. Accredited Surety & Casualty Co., et al.*, Case No. 4:19-cv-01265 (the “*Crain* action”). Copies of the two complaints are attached to the Declaration of Jon F. Cieslak (“Cieslak Declaration”) in support of this motion.

The *Crain* action was removed to the Northern District of California from California Superior

1 Court for the County of Alameda on March 8, 2019. A copy of the *Crain* Notice of Removal is
2 attached to the Cieslak Declaration.

3 Pursuant to Civil L.R. 3-12(b), a courtesy copy of this motion will be promptly lodged with
4 Judge Thomas S. Hixon, who has recently been assigned the *Crain* action.

5 **II. THE *BREAUX* AND *CRAIN* ACTIONS SHOULD BE DEEMED RELATED**

6 Civil L.R. 3-12 provides that actions are related when: “(1) The actions concern substantially
7 the same parties, property, transaction or event; and (2) [i]t appears likely that there will be an unduly
8 burdensome duplication of labor and expense or conflicting results if the cases are conducted before
9 different Judges.” Civil L.R. 3-12(a). The *Breaux* and *Crain* actions should be deemed related because
10 they involve nearly identical parties and issues, and it would therefore be an unduly burdensome
11 duplication of labor and expense for both cases to proceed before different Judges.¹

12 Defendants have conferred with Plaintiffs’ counsel in the *Crain* action, and they are in
13 agreement that the cases should be deemed related. (*See* Cieslak Declaration ¶ 5.)

14 **A. The Parties Are Substantially the Same**

15 The parties are substantially the same. The *Crain* action asserts claims against 32 companies,
16 including Seaview Insurance Company and Two Jinn, Inc., and two individuals, Jerry Watson and
17 William Carmichael. The *Breaux* action names the same 32 companies as defendants, but not the two
18 individuals. Both actions seek to represent a putative class of purchasers of California bail bonds
19 between 2004 and present. The two proposed classes differ only in that the *Crain* action defines the
20 class as persons who “paid for part or all of a commercial bail bond premium in connection with a
21 California *state court* criminal proceeding” (*Crain* Compl. ¶ 49 (emphasis added)), and the *Breaux*
22 action limits the putative class members to “individuals in California.” (*Breaux* Compl. ¶ 127.)

23 **B. The Actions Concern the Same Allegations**

24 The *Crain* and *Breaux* actions concern the same events and allegations. Both actions allege a
25 price-fixing conspiracy among defendant bail bond and surety companies. (*See Breaux* Compl. ¶¶ 59-
26 117; *Crain* Compl. ¶¶ 69-118.) Both actions assert claims for violations of the Cartwright Act, Cal.

27 ¹ The *Crain* Plaintiffs have also already set forth how the two actions are “essentially identical.” (*See*
28 Dkt. 10 at 2-3 (Shonetta Crain and Kira Serna’s Notice of Pendency of Other Action or Proceeding).)

1 Bus. & Prof. Code § 16720, and Unfair Competition Law, Cal. Bus. & Prof. Code § 17200. Both
2 actions also seek similar damages and injunctive relief. (*See Breaux* Compl., Prayer for Relief A-H;
3 *See Crain* Compl., Prayer for Relief (a)-(i).)

4 **C. It Would Be Unduly Burdensome for the Actions to Proceed with Different Judges**

5 Because the two actions involve substantially the same parties and allegations, it would be an
6 unduly burdensome duplication of labor and expense for both cases to proceed before different Judges.
7 *See* Civil L.R. 3-12(a). It would also risk conflicting results if the cases were conducted
8 simultaneously. *See id.* Defendants file this Motion in the above-entitled action because it is the
9 lowest-numbered of the two cases. *See* Civil L.R. 3-12(b).

10 **III. CONCLUSION**

11 For the foregoing reasons, Defendants request that this Court deem the *Breaux* and *Crain*
12 actions related.

13
14 Dated: March 12, 2019

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18
19 /s/ Michael A. Attanasio

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